

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9E		PAGE OF PAGES 1 51			
2. CONTRACT NO.		3. SOLICITATION NO. N61331-04-R-0018		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 05 Mar 2004		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL SURFACE WARFARE CENTER PANAMA CITY CODE XPS1 110 VERNON AVENUE PANAMA CITY FL 32407-7001				CODE N61331		8. ADDRESS OFFER TO (If other than Item 7) CODE					
				See Item 7							
TEL:						TEL:					
FAX:						FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>1200 PM</u> local time <u>21 Apr 2004</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME MARY F. HINES		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 850-235-5389		C. E-MAIL ADDRESS mary.f.hines@navy.mil					
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		23 - 28		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		10 - 14	X	J	LIST OF ATTACHMENTS		29		
X	D	PACKAGING AND MARKING		15	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		16	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		30 - 39		
X	F	DELIVERIES OR PERFORMANCE		17							
X	G	CONTRACT ADMINISTRATION DATA		18 - 19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		40 - 45		
X	H	SPECIAL CONTRACT REQUIREMENTS		20 - 22	X	M	EVALUATION FACTORS FOR AWARD		46 - 47		
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	YEAR 1- (Award thorough 12 months) FFP Provide Services for Machining Metal Working Support, per Section C statemant of work. The contractor shall furnish the necessary personnel, material facilities, etc., as called for in Section C, which will be further delineated in individual order (s) for performance of the task (s) called out therein. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0002	YEAR 1 - (Award through 12 months) FFP Materials Estimated \$220,000 FOB: Destination	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0003	YEAR 1- (Award through 12 months) FFP Travel Estimated \$10,000 FOB: Destination	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	YEAR 1 - (Award through 12 months) FFP Technical Data, per Section C Statement of Work (SOW) and Section J, Exhibit A (Month 1 - 12 months) FOB: Destination	1	Lot	NSP	NSP

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		1	Lot		

YEAR 2 - (13 through 24 months)
FFP

Provide Services for Machining Metal Working Support, per Section C statement of work. The contractor shall furnish the necessary personnel, material facilities, etc., as called for in Section C, which will be further delineated in individual order (s) for performance of the task (s) called out therein.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0006		1	Lot

YEAR 2 - (13 through 24 months)
FFP

Materials Estimated \$220,000

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0007		1	Lot

YEAR 2 - (13 through 24 months)
FFP

Travel Estimated \$10,000

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	YEAR 2 - (13 through 24 months) FFP Technical Data, per Section C Statement of Work (SOW) and Section J, Exhibit A FOB: Destination	1	Lot	NSP	NSP

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	YEAR 3 - (25 through 36 months) FFP Provide Services for Machining Metal Working Support, per Section C statement of work. The contractor shall furnish the necessary personnel, material facilities, etc., as called for in Section C, which will be further delineated in individual order (s) for performance of the task (s) called out therein. (13 thru 24 months) FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0010	YEAR 3 - (25 through 36 months) FFP Materials Estimated \$220,000 FOB: Destination	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0011	YEAR 3 - (25 through 36 months) FFP Travel Estimated \$10,000 FOB: Destination	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	YEAR 3 - (25 through 36 months) FFP Technical Data, per Section C Statement of Work (SOW) and Section J, Exhibit A FOB: Destination	1	Lot	NSP	NSP

MAX
NET AMT

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	<p>YEAR 4 - (37 through 48 months)</p> <p>FFP</p> <p>Provide Services for Machining Metal Working Support, per Section C statement of work. The contractor shall furnish the necessary personnel, material facilities, etc., as called for in Section C, which will be further delineated in individual order (s) for performance of the task (s) called out therein.</p> <p>FOB: Destination</p>	1	Lot		
					<hr/> <p>MAX NET AMT</p>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	NSP	NSP
0014	<p>YEAR 4 - (37 through 48 months)</p> <p>FFP</p> <p>Materials Estimated \$220,000</p> <p>FOB: Destination</p>	1	Lot		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0015	<p>YEAR 4 - (37 through 48 months)</p> <p>FFP</p> <p>Travel Estimated \$10,000</p> <p>FOB: Destination</p>	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	YEAR 4 - (37 through 48 months) FFP Technical Data, per Section C Statement of Work (SOW) and Section J, Exhibit A FOB: Destination	1	Lot	NSP	NSP

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	YEAR 5 - (49 through 60 months) FFP Provide Services for Machining Metal Working Support, per Section C statement of work. The contractor shall furnish the necessary personnel, material facilities, etc., as called for in Section C, which will be further delineated in individual order (s) for performance of the task (s) called out therein. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0018	YEAR 5 - (49 through 60 months) FFP Materials Estimated \$220,000 FOB: Destination	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0019	YEAR 5 - (49 through 60 months) FFP Travel Estimated \$10,000 FOB: Destination	1	Lot

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	YEAR 5 - (49 through 60 months) FFP Technical Data, per Section C Statement of Work (SOW) and Section J, Exhibit A FOB: Destination	1	Lot	NSP	NSP

See Exhibit A

CLAUSES INCORPORATED BY FULL TEXT

AUTHORIZED COMMAND TO WRITE DELIVERY ORDER

The Naval Surface Warfare Center Panama City is the only organization authorized to write delivery orders on this contract.

NSWCPC - B06 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the “Indefinite Quantity” clause of this contract, the contract minimum quantity is a total of To Be Determined At Award worth of orders. The contract maximum amount is the total “estimated amount” stated in the schedule for each particular contract period.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

NSWCPC - C01 SPECIFICATIONS

Work under this contract shall be performed in accordance with the following statement of work:

STATEMENT OF WORK
FOR
MACHINING AND METAL WORKING SUPPORT
11 Feb 04

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWCPC), has requirements for Machining and Metal Working support. This support will be provided at the contractor's location and / or on-site at NSWCPC, and may be required in a quick reaction mode (48-hour turn-around time). This contract specifically covers the following program areas at the NSWCPC: Swimmer Delivery Vehicle Performance Based Logistics (PBL), Dry Deck Shelter PBL, Landing Craft Air Cushioned, and NSWCPC Machine Shop. Requirements for less than \$2,500 may be satisfied using acquisition methods other than issuance of a delivery order under this contract.

2.0 APPLICABLE DOCUMENTS

It is the intent of this Statement of Work to fully implement the principles of the Department of Defense acquisition reform initiatives. Specifically, all program contracts resulting from this plan will comply with the Secretary of Defense policy promulgated by memorandum on June 29, 1994 and the Secretary of the Navy policy memorandum of 21 December 1994 regarding the use of specifications and standards by all Navy programs. As stated in the memorandum, performance specifications shall be used for all new systems. In cases where such specifications are not practical, non-Government (industry developed) standards shall be used. Contractors will be permitted to voluntarily choose to use military specifications and standards in the execution of the contract(s) or in establishing requirements for their sub-vendors. Any standard or specification cited in this solicitation is for guidance only unless otherwise specified herein or in subsequent delivery order.

2.1 Military Specifications

MIL-W-22248A(2)

Weldments, Aluminum and Aluminum Alloy

2.2 Military Standards

None

2.3 Other Documents

ISO 9001-2000

Quality Management Systems - Requirements Third Edition

ASTM E1417

Standard Practice for Liquid Penetrant Examination

AIA/NAS NAS 410

NAS Certification and Qualification of Non-destructive Test Personnel

ASME Y14.100

Engineering Drawing Practices

ASQ Z1.4

Sampling Procedures and Tables for Inspection by Attributes

NAVSEA S9074-AR-GIB-010/278	Requirements for Fabrication Welding and Inspection, and Casting
NAVSEA S9074-AQ-GIB-010/248	Inspection and Repair for Machinery, Piping, and Pressure Vessels
NAVSEA T9074-AS-GIB-010/271	Requirements for Welding and Brazing Procedure and Performance Qualification
	Requirements for Nondestructive Testing Methods

3.0 REQUIREMENTS

The Contractor shall, as specified within each delivery order, furnish the required personnel, materials, and facilities necessary to perform the following tasks:

3.1 Metal Cutting

The Contractor shall perform precision machining, grinding, burnishing, polishing, buffing, and associated inspection as required to satisfy Delivery Order (DO) specifications. Machining requirements may consist of complex 3 dimensional shapes ranging up to 36 inches wide x 60 inches long x 24 inches thick in flat, cylindrical, contoured, angular, concave, convex, spherical, and a combination of these characteristics to form complex geometric shapes. The ability to perform 4-axis machining will be a minimum requirement on this contract and the ability to do 5-axis machining is highly desirable. Specifications may require tolerances of plus or minus 0.0001-inch. Cylindrical work piece size may vary from 24 inches diameter by 120 inches long to 0.005- inch diameter by 0.5-inch length. Flat and concave or convex work piece size may vary up to 12 inches by 12 inches. Flat machining and drilling of compound angles may be required. Cylindrical holes may vary between 0.005-inch diameters by 1.0-inch depth through 4.250-inch diameters by 14 inches depth across the inscribed diameter. Flatness of machined surfaces may be required to within 0.0001 inch per square inch of surface. Surface finish specifications may range from 250 to 4 micro inches.

The Contractor shall provide metal sawing capabilities to support the complete range of sizes specified above.

The Contractor shall have the ability to provide water-jet capabilities of 6 feet by 12 feet cutting for up to 1-inch thick mild steel or 1.75-inch thick aluminum.

The Contractor shall provide metal shearing capabilities for up to 0.5-inch thick by 72 inches mild steel or 0.75-inch thick by 72-inch aluminum.

3.2 Metal Forming

The Contractor shall perform sheet metal forming as required to satisfy DO specifications. Material thickness may vary up to 0.50-inch mild steel or 0.75-inch aluminum. Specifications may require forming to include straight bends such as is common to press brake capabilities and convex and concave geometries. Specifications may require press brake capabilities of 0.062-inch to 3.0-inch inside radius by 72 inches length for material thickness up to 0.50-inch. Metal spinning specifications shall be satisfied for up to 24 inches diameter by 24 inches length. Metal forming tolerance specifications may vary between plus or minus 0.032-inch. Concentricity specifications for metal forming may vary between plus or minus 0.03125-inch. For metal spinning, tolerance specification or the actual center location on the work piece at the largest diameter relative to the true axis of the entire work piece may vary between 0.25-inch and 0.031-inch. Tube bending specifications may range from 0.25 inch outside diameter by 0.032-inch wall thickness by minimum centerline bend radius of 0.25-inch, to 3-inch outside tube diameter by 0.125-inch wall thickness by 3.0-inch centerline bend radius through 180 degree bends without significant tube collapse for various materials including copper, mild steel and high nickel stainless steel. The Contractor shall prove prior to contract award, press brake capabilities up to 0.5-inch thick by 72-inch length in mild steel or 0.75- inch thick by 72-inch length in aluminum.

3.3 Heat Treat

The Contractor shall, in response to DO requirements, provide the heat treatment capabilities associated with the ferrous and nonferrous alloys to achieve annealing, normalizing, hardening, and tempering.

3.4 Surface Treatment

The Contractor shall, in response to DO requirements, perform various surface treatment processes. The Contractor shall provide the following processes: sand blasting, shot peening, de-scaling, cleaning, removal of grease, painting, pickling, anodizing, passivation and plating (electro-less nickel, zinc, cadmium, or chrome). Surface cleaning will include blasting with sand, glass, plastic media, and liquid cleaners and paint removers. Cleaning will include the removal of existing paint, corrosion, mineral deposits, marine crustaceans and other surface contaminants. Paints to be applied will include enamel, latex, epoxy, polyurethane, marine coatings, anti-fouling, acrylic, and other possible coatings including appropriate primers for these paints.

3.5 Mechanical Assembly or Disassembly

The Contractor shall, in response to DO requirements, perform mechanical assembly or disassembly operations. Assembly shall include hardware subassembly to system final assembly. Disassembly shall consist of the dismantling of assemblies into subassemblies or components without damage to the piece parts. Such operations may involve application or removal of mechanical fasteners, tack welding, straps, and clamps.

3.6 Welding, Brazing, and Soldering

The Contractor shall perform welding, brazing, and soldering as required by DO requirements. The Contractor shall provide the following process capabilities: gas tungsten arc welding, gas metal arc welding, shielded metal arc welding, resistance spot welding, manual torch brazing, oxygen and plasma arc cutting, and soldering. Welder performance and weld procedure certifications shall be as specified in each DO. The Contractor shall provide capability for welding on any weldable ferrous and non-ferrous metals, as well as exotic materials.

3.7 Refurbishment and Overhaul

The Contractor shall, in response to DO requirements, refurbish, and repair or rebuild mechanical parts and assemblies. The Contractor shall provide the following: (a) disassembly; (b) removal of surface contamination such as corrosion, mineral deposits, sea crustaceans such as barnacles, (c) repair or replacement of damaged or worn components; (d) repainting or reapplication of other surface finishes; (e) reassembly; and (f) shop test for mechanical operability in accordance with Government or original equipment manufacturer specifications.

3.8 Inspection

The Contractor shall provide documentation verifying conformance with specifications as required by the DO. Conformance with material specifications (i.e., raw material chemistry, physical or mechanical properties, etc.) dimensional specifications, heat treatment, finishing, coating thickness, and other DO requirements shall be verified and documented through the contractor's quality management system and as specified in the DO. Selection of representative samples for the purpose of inspection shall be accomplished by approved procedures based on ASQ Z1.4. Nondestructive testing shall be conducted by certified personnel using approved procedures in accordance with NAVSEA T9074-AS-GIB-010/271 or other requirement as specified in the DO.

3.9 Nonmetallic Materials

The Contractor shall perform all functions of tasks per paragraphs 3.1.1 through 3.1.8 on nonmetallic materials, (such as plastics, rubber, wood, and composites), when specified by the DO to the extent that metal working and wood working equipment, processes and tolerances are viable and compatible with such nonmetallic materials. Each DO will make a special delineation of nonmetallic items and associated tolerances to be processed. The Contractor shall advise the Contracting Officer's Representative (COR) of any doubt of viability of the material with the process before starting any work on any such DO.

3.10 Materials

The Contractor shall furnish raw materials and standard hardware as required by a DO if such material or hardware is not Government furnished. The following raw material shall be provided by the Contractor: (a) various ferrous and nonferrous metals and alloys including stainless steel, nickel alloys, bronze, brass, aluminum, and low alloy and mild steel; (b) various non-metals which can be cut, molded or otherwise formed into geometric configurations by the use of machining, welding and heat forming equipment and practices; and (c) standard hardware and other materials. The Contractor shall use standard hardware when available in lieu of shop fabrication. Standard hardware shall consist of items such as fasteners, hinges, bearings, gears, sprockets, keys, valves, electric motors, hydraulic activators, and other components that may be required to complete an assembly. The Contractor shall provide chemical and physical certification for material as specified in each DO. Standard hardware must be certified to equal the need/application.

3.11 Quality Control

The contractor shall establish, equip, certify and operate all work processes in accordance ISO 9001-2000. Each DO shall be subject to the QC program unless specifically exempted by the DO. The Contractor shall subject all deliverables and elements thereof to the above QC requirements, including purchased parts and subcontracted work unless exempted by the DO. The Contractor shall provide inspection reports and certifications data as specified by DO.

3.12 Schedule Control

The Contractor shall establish, implement and maintain schedule control over all work in progress and deliverables relating to this contract. The schedule control program shall be such that the contractor can maintain constant visibility of the schedule, to assess schedule problems and potential problems. The Contractor shall develop and implement schedule recovery plans as needed. The Contractor shall immediately apprise the Contracting Officer (CO) of all serious threats to the schedule and recommend optimal contingency plan to the CO and COR for unrecoverable schedule slippage. The Contractor shall assign such priority as is needed to assure delivery on schedule. The contractor shall also provide a status report as called for in each DO.

3.13 Facilities and Equipment

The Contractor shall furnish the use of and maintain the universal type precision machine tools (lathe and mill), along with manual, numerical control (NC), computer numerical control (CNC), Welding equipment, soldering and brazing equipment, accessories and ancillary facilities (including quality control equipment and instruments) of size and assortment as needed to satisfy this contract. The machine tools shall be of the universal types which are appropriate to efficient low quantity fabrication and shall be maintained in a state of repair and accuracy equivalent to E2 of the National Machine Tool Rebuilders Code (new or used-reconditioned good equipment which has been rebuilt or overhauled to the condition that it will function at 100% of the manufacturer's original specification).

4.0 GOVERNMENT FURNISHED PROPERTY

All Government furnished information, material, and equipment will be specified in the individual delivery orders.

5.0 DELIVERABLE DATA

The contractor will be required to deliver inspection and test records as indicated in the above paragraphs as specified within each individual delivery order issued under the contract. The Data Item Descriptions (DID) normally referenced are DI-NDTI-80809A "Test/Inspection Reports" and DI-ILSS-80386 "Repairable Item Inspection Report". Both DID are normally cited as being for reference only as to format and content, with the actual reports being submitted in contractor format. Throughout the period of performance of this contract, the contractor may be

required to submit data in accordance with other relevant DID listed in the Acquisition Management System and Data Requirements Control List, DOD 5010.11-L. Copies of cited DID will be provided to the contractor upon request.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

NSWCPC - D01 PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging, and packing shall be in accordance with ASTM-D 3951.

NSWCPC - D03 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including wax paper, computer paper and similar hydroscopic or nonneutral material) is prohibited.

NSWCPC - D05 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)

a. Marking shall be in accordance with ASTM-D 3951.

b. Additional markings are stated below: (If none, so state)

None-----

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
Quality Management Systems Requirements 3 rd Edition	ISO-9001-2000	N/A	N/A

(End of clause)

NSWCPC - E01 INSPECTION AND ACCEPTANCE

Inspection and acceptance of 0001-0020 shall be by Government Personnel at the Naval Surface Warfare Center Panama City, 110 Vernon Avenue, Panama City, Florida 32407-7001.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

NSWCPC - F01 TIME OF DELIVERY (MULTIPLE DELIVERIES)

CSS – F01 TIME AND PLACE OF DELIVERY/FOB DESTINATION

Time and place of delivery shall be as specified on each individual Delivery Order issued under this contract.

All deliveries shall be marked for contract No.: To be determined as contract award.

Items(s) 0001- 0020 shall be delivered FOB Destination, all transportation charges paid by the contractor.

PERIOD OF PERFORMANCE

This contract shall become effective on the date of award and shall continue in effect during the period ending five years thereafter, unless terminated in accordance with other provisions herein.

NOTICE OF SHIPMENT

The contractor shall send a copy of all Letters of Transmittal to the the Naval Surface Warfare Center Panama City, Code XPM20 110 Vernon Avenue, Panama City, Florida 32407-7001.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NSWCPC - G02 SUBMIT INVOICES

(a) Submit Invoices/Vouchers or DD 250 (Reference DFAR 252.246-7000) to:

Naval Surface Warfare Center Panama City
 Attn: Code XPS2
 110 Vernon Avenue
 Panama City, FL 32407-7001

NSWCPC - G06 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

a. The COR for this contract is: To Be Determined At Contract award

NAME

CODE

MAILING ADDRESS

TELEPHONE NUMBER

b. The Alternate COR for this contract is:

NAME

CODE

MAILING ADDRESS

TELEPHONE NUMBER

c. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality or contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract or delivery order, or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract or delivery order.

d. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract or delivery order, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the

contractor under such direction until the contracting officer has issued a modification to the contract or delivery order or has otherwise resolved the issue.

e. In the absence of the COR name above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

NSWCPC - G07 PRICING OF DATA ITEMS

Pricing of data items for individual delivery orders shall be provided with submission of quotations. The DD Form 1423, items 17 and 18 shall be completed for each line item of data listed. Guidance for completion of the DD Form 1423 is located on the reverse side of the form.

NOTE: The contract line item for technical data on the DD Form 1155 shall be NSP unless otherwise specified in the schedule.

NSWCPC - G08 CONTRACT DATES

- a. All periods of time referenced herein shall be measured by Calendar Days, Weeks, and Months, as opposed to "Work" Days, Weeks, and Months.
- b. The "Contract Award Date" shall be synonymous with the Date the contract is signed by the Contracting Officer unless otherwise stated in the contract. For delivery orders issued under indefinite delivery type contracts, the term "Contract Award Date" is defined to be the delivery order date.
- c. The terms "DAC" and "ADC" mean days after Contract Award Date, which is calculated on the basis of Calendar Days.
- d. The term "MAC" means months after Contract Award Date and is calculated on the basis of Calendar Months.

NSWCPC - G09 PUBLICATION OF WORK

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U. S. Government authority. To initiate the public release process, proposed public releases shall be submitted to the contract technical point of contact identified below:

Name: Glen E. Campbell

Phone: 850-235-5116

Email Address: campbellg@ncsc.navy.mil

Section H - Special Contract Requirements

ORGANIZATIONAL CONFLICT OF INTEREST (REF. FAR 9.5)

(a) This clause will be applicable to specific delivery orders issued under this contract when determined to be appropriate by the Contracting Officer (CO). The clause will be applicable when delivery orders require systems engineering and technical direction (as defined in FAR 9.505-01), preparation of specifications (FAR 9.505-02), or access to proprietary information (FAR 9.505-04) regardless of the systems or equipment(s) involved.

(b) The Contractor agrees that it will not, for a period of two years after completion of performance on any delivery order to which this clause applies, supply to the Department of Defense (either as a prime or as a subcontractor) or act as a consultant to a supplier of, any system, subsystem, or major component utilized for or in conjunction with any item or other matter that is directly the subject of the systems engineering and technical direction or specification preparation services performed under the applicable delivery order.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary technical data in connection with work performed under any delivery order to which this clause applies obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the field of work performed under the delivery order if such additional work is procured competitively. This does not apply to information which is:

(1) Furnished voluntarily without limitations on its use

(2) Available to the Government or Contractor from other sources without restriction

(d) For the purpose of this clause, the term "Contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor or assignee of the Contractor.

(e) This clause is not subject to negotiation.

SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that during the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CLAUSES INCORPORATED BY FULL TEXT

NSWCPC - H01 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per occurrence for property damage.
3. Standard Workmen Compensation and Employer's Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

NSWCPC - H03 PRIOR WRITTEN PERMISSION REQUIRED FOR ALL SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

NSWCPC - H05 GOVERNMENT FURNISHED PROPERTY (GFP)

GOVERNMENT FURNISHED PROPERTY (GFP)

- (a) GFP to be furnished will be stated on individual delivery orders.
- (b) The GFP will be shipped on a DD Form 1149 to the location specified in the delivery order.
- (c) Only the GFP listed in the delivery order, in the quantity, shown, will be furnished by the Government. All other property required for the performance of this contract shall be furnished by the contractor.
- (d) The Government furnished property shall be returned as specified in the delivery order. All property returned shall be accompany by a DD Form 1149, with a copy provided to:

Naval Surface Warfare Center Panama City
Attn: Code XPS20
110 Vernon Avenue
Panama City, FL 32407-7001

Mark for Contract No: To Be Determined At Award

Section I - Contract Clauses

PROCEDURES FOR ISSUING ORDERS

(a) Ordering: Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of delivery orders on DD Form 1155 by the Naval Surface Warfare Center Panama City. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, a delivery order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(b) Ordering Procedures:

(1) Delivery orders issued shall include, but not be limited to the following information:

- (a) Date of Order
- (b) Contract and Order Number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) Exact place of pickup and delivery
- (g) The inspecting and accepting codes (as applicable)
- (h) Period of time in which the services are to be performed
- (i) The ceiling price for the order
- (j) List of Government furnished material and the estimated value thereof, if applicable.

Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery order on DD Form 1155 within two working days.

(c) Modifications of Delivery Orders: Delivery orders may be modified by the ordering officer. Modifications to delivery orders shall include the information set forth in paragraph b above, as applicable. Delivery orders may be modified orally by the ordering officer in emergency situations. Oral modifications shall be confirmed by the issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Ceiling Amount for each delivery will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the delivery order.

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions
52.203-3 Gratuities

DEC 2001
APR 1984

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3 Alt I	Patent Indemnity (Apr 1984) - Alternate I	APR 1984
52.227-5	Waiver of Indemnity	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.229-3	Federal, State And Local Taxes	APR 2003
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	JAN 2004

252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7021	Trade Agreements	JAN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award through **five years after award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the

Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract period of performance.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and

states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

<u>Service Employee</u>	<u>Wage and Fringe Benefits</u>
Machinist	\$17.84
Welder	17.84
Surface Finisher	17.84
Sheet Metal Worker	17.84
Assembly Mechanics	17.84

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov.far

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CLINs 0004, 0008, 0012, 0016 & 0020 Exhibit(s)	1	9 Dec 03
Att 1	Wage Determination No.: 94-3007 Rev (5)	12	19 Aug 03
Att 2	NAVSEA S9074-AR-GIB-010/278	Requirement for Fabrication Welding and Inspection Inspection and Repair for Machinery, Piping, and Pressure Vessels 157 Pages	Dated 5 Aug 95
Att 3	NAVSEA S9074-AQ-GIB-010/278	Requirement for Welding and Brazing Procedure and Performance Qualification 139 Pages	Dated 5 Aug 95
Att 4	NAVSEA S9074-AS-GIB-010/271	Requirement for Nondestructive Testing Methods 95 Pages	Dated 16 Feb 99
Att 5	Drawing No. 245-5750295 Rev C.	LCAC Cartridge FWD Seal Propeller Ssystems 1 Page	

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
--	--

--	--

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332710 and 332721.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
 - () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - () (v) The facility is not located within the United States or its outlying areas.
- (End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

NSWCPC K02 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center Panama City to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (PDF) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A PDF file may be accessed using Adobe Acrobat Reader, which is free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	JAN 2004
52.215-1 Alt I	Instructions to Offerors --Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (1) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Naval Surface Warfare Center Panama City
 Attn: Contracting Office Code XPS10
 110 Vernon Avenue
 Panama City, FL 32407-7001

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

NSWCPC - L02 GENERAL

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.0 Proposal Preparation, Format, and Structure

1.1 General The Government is requesting competitive proposals from qualified Contractors for services required to augment the precision machining, other mechanical fabrication and assembly capabilities of the Naval Surface Warfare Center Panama City. Offerors shall submit brief written proposals responding to the solicitation. See paragraph 1.2 below for specific format requirements. The proposal shall consist of two volumes:

(a) Volume I (Technical and Management Proposal) - shall be divided into the separate sections for each of the major technical factors as listed below:

Factor 1.0 - Quality of Personnel and Shop Equipment

Factor 2.0 - Technical Approach to Supporting the SOW and Quality Assurance Program

Factor 3.0 - Sample Product

Factor 4.0 - Management and Past Performance

Volume II (Price Proposal and Offer) - containing price and price breakdowns for the effort described in the offerors Technical Proposal and containing the SF 33 and representations and certifications as required by the solicitation.

Volumes shall be packaged in a sealed container and delivered to the location specified in Block 7 of Standard Form 33 by the date and time specified in Block 9 of Standard Form 33. All volumes shall be submitted at the same time.

Brochuremanship is not desired; clarity and completeness are essential. Data not submitted with this Proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the Proposal, and will not be used in the evaluation.

In the event any portion of the Technical Proposal is written by anyone who is not a bona fide employee of the firm submitting the Proposal, a certificate to this effect shall be furnished which must be signed by a responsible officer of the offeror and shall show the person's name, employment capacity, the name of the firm, the relationship of that firm to the offeror's, and the portion of the Proposal they wrote.

1.2 Proposal Format and Structure

In order to maximize efficiency and minimize the effort involved in the Proposal evaluation process, the offeror shall submit the proposal in accordance with the format presented below.

The organization and number of copies of each volume are as follows:

	<u># of Copies</u>	<u>Recommended Length</u>
Volume I - Technical Proposal	5	15 – 20 pages*
Volume II - Price Proposal	2	None

***Note** - Recommended length does not constitute a page limitation per se however, it is highly desirable that the offeror be brief, concise, direct in the responses, and make every effort to respond within the recommended length. Résumés, QA Plans, Exhibits, and attachments do not count toward the page count.

(c) The volumes shall be bound separately using bindings that will allow the document to lie flat when opened to any page and permit easy removal for evaluation of different sections by multiple evaluators. Each individual volume of the Proposal shall stand on its own as complete and inclusive and shall contain all pertinent information in sufficient detail to permit evaluation of the particular area of interest. Volume I shall contain no price or pricing information.

Volume I shall contain all information needed to evaluate the technical and management aspects of the Proposal. Volume I should be unclassified.

2.0 Proposal Content

2.1 Volumes I - Technical and Management Proposal Specifics.

The Technical Proposal shall be so specific and complete as to clearly demonstrate to the Government that the offeror has a thorough comprehension of the solicitation requirements.

2.1.1 Technical Proposal Contents

(a) Technical Proposal. The Technical Proposal shall consist of the sections as detailed below. The offeror should use the same numbering scheme for the factors as the one used below and/or provide a cross-reference for the proposal to this outline. The Technical Proposal must completely respond to the requirements set forth in the solicitation, taking into consideration required quantities and delivery schedules.

SECTIONS:

Factor 1.0 - Quality of Personnel and Shop Equipment

Factor 2.0 - Technical Approach to Supporting the SOW

Factor 3.0 - Sample Product

Factor 4.0 – Management and Past Performance

2.1.1.1 Technical Factor 1.0 - Quality of Personnel and Shop Equipment

Briefly discuss proposed approach for providing qualified personnel to meet the requirements of the Statement of Work. Specifically, the offerors shall address the following issues:

Specify your firm's minimum qualifications for each labor category (It should be noted that the Government has identified specific labor categories only for guidance – if yours are different tell us how they cross reference to the Government labor categories). As such, minimum qualifications, identified by the offerors, for those categories may become subject to the "Key Personnel" requirements of the contract. Table 1 shows the Government labor categories and the number of manhours estimated for each year of the contract.

Table 1

<u>Labor Category</u>	<u>Estimated Hours</u>
Project Manager	1,240
Machinist	6,040
Welder	3,334
Surface Finisher	640
Sheet Metal Worker	640
Assembly Mechanics	3,334
QA Inspector	2,480
Price Estimator/Planner	1,320

Provide brief resumes for each lead person in each category proposed to be employed on the contract. A minimum of one (1) resume for each proposed category is required. Resumes are not required for any other personnel. Resumes shall be presented in the standard format and shall contain the information shown in Figure 1 of this section. "Experience" on resumes shall specifically discuss work experience relevant - to the requirements of the labor category proposed on and shall include specific examples of accomplishments relevant to the requirements of the

SOW.

Provide brief descriptions of the equipment you have that will enable you to perform the type work specified in the SOW.

FIGURE 1

STANDARD RESUME FORMAT

1. Name:
2. Current Position/Company Labor Category:
3. Minimum Company Qualifications to hold position (if not elsewhere stated)
4. Contingent Employee: (YES OR NO)
5. Education: (include any degree(s), special trade schools, etc.)
6. Experience: (list in chronological order from present to past, list name of company or organization experience was obtained with, position title, duties and responsibilities, actual quantifiable accomplishments) - ***identify only that experience which is pertinent to the labor category in which proposed.***
7. Professional Certifications (i.e. welding, brazing, machining, etc.): (if applicable)

2.1.1.2 Technical Factor 2.0 - Technical Approach to Supporting the SOW and Quality Assurance Program

The technical approach to supporting the SOW section shall discuss the offerors proposed technical approach for meeting requirements that may be the subject of future delivery orders under the contract. Specifically, the offerors shall address how each of the task areas specified in the SOW will be supported. Provide a copy of your standard company Quality Assurance plan with the proposal. (Only one copy of QA Plan is required.)

2.1.1.3 Technical Factor 3.0 - Sample Product

The contractor shall fabricate one each LCAC Cartridge - FWD Seal Propeller System in accordance with NAVSEA Drawing 245-5750295 Revision C and submit with their proposal.

2.1.1.4 Technical Factor 4.0 – Management and Past Performance

Provide an organization chart that includes essential management personnel of the company and major subcontractors that describes how the support effort will be organized to ensure success in executing the contract. Describe the responsibilities and authority assigned to the essential management positions. Provide resumes of these key managerial personnel (if not previously provided in the technical proposal). Describe how the organization will provide the proper disciplines for this contract. Discuss the chain-of-command and responsibilities assigned to the various elements of the organization and the authority given to these elements to fulfill these responsibilities.

Explain how this contract will receive proper attention by the corporate structure. Describe how present or proposed chain-of-command allows for sufficient authority to commit corporate resources and for establishing

corporate priorities (including a means to control those of subcontractors, if they are to be used) as required, to support the contract in a successful manner.

Describe the proposed plan for liaison with the government which will ensure successful accomplishment of contract requirements. Identify a project manager who will be totally committed to this proposed effort. Describe the authority (or immediate access to a position of authority) that the project manager has for the use and reallocation of resources and expenditures.

Briefly describe control methodology (including plans for internal review) sufficient to allow for the early identification of quality, schedule, and delivery problems and for the correction of such problems in a timely and economical manner.

Describe subcontractor management. Explain how the system allows for monitoring after contract award.

Describe your plan for task order management that demonstrates the offerors approach to contract startup and management of task orders over the term of this contract. Describe any capabilities you have to electronically receive and transmit engineering drawings and documentation.

Briefly describe 3 – 4 relevant projects or contracts you have completed within the past three years. Describe how this past performance applies to the requirements of this effort. Offerors with no record of relevant past performance or for whom past performance is not available, may submit past performance information on Predecessor Companies and key personnel who have relevant experience (if applicable). The information shall be provided for each Predecessor Company or key person. Offerors, which have no past performance (i.e. new business), must submit a signed and dated certification to that effect.

VOLUME II COST PROPOSAL

Each offeror's Cost Proposal (Volume II) shall be prepared on the basis of providing 19,028 hours per year for a total of 95,140 for the total five years. Offerors should propose material costs in the amount of \$220,000 per year for a total of \$1,100,000 for the total five years. Offeror's should propose travel costs in the amount of \$10,000 per year for a total of \$50,000 for the total five years. The offeror should provide an explanation of their company's labor escalation. See the format below:

	Year 1	Year 2	Year 3	Year	Year 5	Summary of Years
Proposed Labor Categories @Rate @ Hours						
@ Overhead Rate						
Subtotal						
ODC:						
Material	\$220,000	220,000	220,000	220,000	220,000	\$1,100,000
Travel	\$10,000	10,000	10,000	10,000	10,000	\$50,000
@ G&A Rate						
@ FF Rate						

Total FFP						
-----------	--	--	--	--	--	--

NSWCPC - L05 PRICING OF DATA ITEMS

Price estimates shall be provided by the offeror at the time of submittal of proposals for each line item of data listed on the DD Form 1423. Guidance for completing the DD Form 1423 is located on the reverse side of the form.

NOTE: In the schedule, the contract line item(s) for technical data to be submitted in accordance with the DD Form 1423 shall be NSP.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

NSWCPC - M02 EVALUATION FACTORS LISTED

EVALUATION FACTORS FOR AWARD

It should be highlighted that the Government is looking for a responsible, technically superior contractor with the capabilities to successfully provide Shop Support Services for Mechanical Fabrication and Assemblies. Award will be made to the offeror who meet the requirements of FAR Subpart 9.1, Responsible Prospective Contractor, and whose proposal will be most advantageous to the Government, estimated price and other factors considered. The Government reserves the right to determine which proposal demonstrates the required competence for performing the requirements described herein and offers the greatest value to the Government. Offerors are advised that the Government may make award to other than the low offeror.

1.0 Evaluation of Volume I – Technical and Management Proposal

(a) The Government has established the relative importance of factors for the Technical Proposals. It should be noted that the Technical Factors when taken together are more important than price. Within Technical the factors are of equal importance. Proposals will be evaluated for the degree of understanding demonstrated, the technical excellence or lack thereof within the factors, and the level of competence proposed within each factor where appropriate. Risk assessments will be performed as to the risk of successful performance within each factor. The factors for evaluation are as follows:

Technical Factors

Factor 1.0 - Quality of Personnel and Shop Equipments

Factor 2.0 - Technical Approach to Supporting the SOW and Quality Assurance Program

Factor 3.0 - Sample Product

Factor 4.0 - Management and Past Performance

(b) It should be noted that any proposal that is found to be unacceptable in any factor of the Technical proposal may result in the entire Proposal being deemed unacceptable.

(c) In the event an offeror has no record of relevant past performance, or information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably on past performance. A neutral rating will be assigned to this evaluation factor.

2.0 Evaluation of Volume II - Price Proposal

The Price Proposals will be evaluated to determine that the prices are fair and reasonable and representative of the market.

3.0 Basis for Award

The relative importance of price and technical factors will be determined by a price-technical trade-off. The Government may pay a premium in total price for a proposal that scores higher technically. A contract will be awarded to the responsible and responsive offeror whose proposal represents the combined technical merit and price most advantageous to the Government. The Government reserves the right to determine which proposal offers the greatest value. Offerors are advised that the Government seeks proposals which demonstrate the greatest technical ability at a reasonable price. Award will be made to that technically superior offeror whose proposal represents the greatest value. Value will be determined for each proposal by weighing the degree of technical superiority, the risk of non-performance, and the price. As a result of the foregoing methodology, the Government may award to other than the low offeror.